

MINTZ LEVIN

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RECORDATION NO. 15437C-FILE

SEP 19 '13 -4 49 PM

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~~SURFACE TRANSPORTATION BOARD~~

September 17, 2013

VIA FEDEX

Cynthia Brown
Surface Transportation Board
395 E Street, SW
Washington, DC 20424

Re: Massachusetts Bay Transportation Authority

Dear Ms. Brown:

Enclosed please find copies of the following:

1. Trust Indenture and Security Agreement dated as of December 29, 1987; and
2. Trust Indenture Supplement dated as of December 29, 1987

filed with your office on December 30, 1987, Recordation Nos. 15437 and 15437-A. The equipment related to these Agreements has been released. Please arrange to record a release of lien relating to these Agreements. I am enclosing a check in the amount of \$84.00 to cover the cost for the release

If you require any additional information, please feel free to contact me.

Very truly yours,


Colleen A. Murphy

Enclosure

COMMONWEALTH OF MASSACHUSETTS

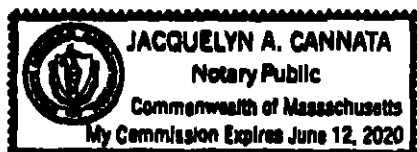
Suffolk, ss

On this 17th day of September, 2013, before me, the undersigned notary public, personally appeared Colleen A. Murphy, provided to me through satisfactory evidence of identification which was Massachusetts Driver's License, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public

My commission expires

6/12/20



Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

BOSTON | WASHINGTON | NEW YORK | STAMFORD | LOS ANGELES | SAN FRANCISCO | SAN DIEGO | LONDON

MBTA/Bombardier
Owner ICC Filing Letter

THE CONNECTICUT NATIONAL BANK
777 Main Street
Hartford, Connecticut 06115

December 30, 1987 5437

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Date DEC 31 1987

Fee \$ 20.00

ICC Washington, D. C.

7-264A070

Dear Secretary:

I have enclosed an original and one counterpart of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The documents (the "Documents") are:

- (a) Trust Indenture and Security Agreement, dated as of December 29, 1987, a Primary document; and
- (b) Trust Indenture Supplement No. 1, dated as of December 30, 1987, a Secondary document.

The Primary Document to which this filing is related is the Trust Indenture and Security Agreement referred to above, for which no recordation number has yet been issued.

The names and addresses of the parties to the Documents are as follows:

Owner (Debtor):

The Connecticut National Bank,
as owner trustee under the
Owner Trust Agreement,
dated as of December 29, 1987
777 Main Street
Hartford, CT 06115
Attention: Corporate Trust Administration

Indenture Trustee (Secured Party):

Wilmington Trust Company, as indenture
trustee under the Trust Indenture
and Security Agreement, dated as
of December 29, 1987
Rodney Square North
Wilmington, DE 19890
Attention: Corporate Trust Administration

DEC 30 4 29 PM '87
MOTOR CREDIT UNIT

Ms. Noreta R. McGee, Secretary
December 30, 1987
Page 2

A description of the equipment covered by the Documents follows:

40 push-pull commuter coaches manufactured by Bombardier Inc., (the "Manufacturer") pursuant to the Agreement, dated February 25, 1987, as amended, between the Manufacturer and Massachusetts Bay Transportation Authority ("MBTA") and identified by MBTA vehicle identification numbers (and AAR designations) 350 through 389, inclusive.

A fee of \$20.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Goodwin, Procter & Hoar, Exchange Place, Boston, MA 02109, Attention: F. Beirne Lovely, Jr., Esq.

A short summary of the Documents to appear in the index follows:

- (a) Primary Document. Trust Indenture and Security Agreement between The Connecticut National Bank, as owner trustee under the Owner Trust Agreement, 777 Main Street, Hartford, CT 06115, as owner-lessor (debtor), and Wilmington Trust Company, Rodney Square North, Wilmington, DE 19890, as indenture trustee (secured party), dated as of December 29, 1987, covering up to 40 push-pull commuter coaches manufactured by Bombardier Inc.; and
- (b) Secondary Document. Trust Indenture Supplement No. 1, between The Connecticut National Bank, as owner trustee under the Owner Trust Agreement, 777 Main Street, Hartford, CT 06115, as owner-lessor (debtor), and Wilmington Trust Company, Rodney Square North, Wilmington, DE 19890, as indenture trustee (secured party), dated as of December 30, 1987, covering 40 such commuter coaches constituting the equipment covered by the Documents described above.

A short summary of the transaction of which the Documents are a part follows:

The Documents have been entered into in connection with a leveraged lease financing of certain push-pull commuter coaches as contem-

Ms. Noreta R. McGee, Secretary
December 30, 1987
Page 3

plated by the Participation Agreement, dated as of December 29, 1987, among Massachusetts Bay Transportation Authority (the "Lessee"), The Connecticut National Bank, as owner trustee under the Owner Trust Agreement (the "Owner"), The Connecticut National Bank, in its individual capacity, NEMLC Leasing Associates No. 3, as Original Owner Participant, AETna Life Insurance Company (the "Original Noteholder") and Wilmington Trust Company, as Indenture Trustee (the "Indenture Trustee"). Under such transaction, the Owner will lease up to 40 push-pull commuter coaches to the Lessee pursuant to the Lease Agreement, dated as of December 29, 1987 (the "Lease"), between the Owner and the Lessee, and the Owner will borrow certain moneys from the Original Noteholder. Such borrowings will be evidenced by Notes issued and secured pursuant to the Trust Indenture and Security Agreement, dated as of December 29, 1987 (the "Indenture"), between the Owner and the Indenture Trustee. Pursuant to the Indenture, the Owner has sold, assigned, transferred, pledged and confirmed unto the Indenture Trustee for the security and benefit of the holders of Notes a first security interest in all right, title and interest of the Owner in and to the Lease, including, without limitation, all Rent (as defined in the Lease) and certain other collateral as described in the Granting Clause of the Indenture. The initial holder of the Notes is the Original Noteholder.

The names and addresses of the other parties to such transaction are:

Original Noteholder:

AETna Life Insurance Company
CityPlace
Hartford, CT 06156
Attention: Bond Investment Department YFC4

Ms. Noreta R. McGee, Secretary
December 30, 1987
Page 4

Lessee:

Massachusetts Bay Transportation Authority
Ten Park Plaza
Boston, MA 02116
Attention: Treasurer-Controller

Original Owner Participant:

NEMLC Leasing Associates No. 3
28 State Street
Boston, MA 02109
Attention: Vice President - Administration

Please acknowledge receipt of this letter of transmittal and its enclosures by appropriately stamping the enclosed copy of this letter and by returning it to Mr. Lovely in the addressed envelope enclosed for your convenience.

Very truly yours,

The Connecticut National Bank,
as owner trustee under the
Owner Trust Agreement

By


Name: ALAN B. COFFEY
Title CORPORATE TRUST OFFICER

Enclosures: Indenture (with Exhibit A) - Original and
Notarized Copy
Trust Indenture Supplement (with Attachments) -
Original and Notarized Copy
Transmittal Letter (Copy)
Check (\$20.00)
Return Envelope (Postage Prepaid)

VS-1054/d
12/29/87

15437A

12-29-87 5:43 PM

TRUST INDENTURE SUPPLEMENT

DEC 30 1987

STATE COMMISSION

TRUST INDENTURE SUPPLEMENT, dated as of December 30, 1987 between The Connecticut National Bank, acting hereunder not in its individual capacity but solely as owner trustee under the Owner Trust Agreement (the "Owner") and Wilmington Trust Company, acting not in its individual capacity but solely as indenture trustee under the Trust Indenture and Security Agreement (the "Indenture Trustee")

W I T N E S S E T H:

WHEREAS, the Trust Indenture and Security Agreement dated as of December 29, 1987 (the "Indenture"), between the Owner and the Indenture Trustee provides for the execution and delivery of a Supplement thereto substantially in the form hereof, which Supplement shall describe particular items of Equipment (such term and other defined terms in the Indenture being herein used with the same meanings), by having attached thereto a copy of the Lease Supplement covering such items of Equipment, and shall specifically mortgage and grant a security interest in such items of Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the items of Equipment described in the copy of the Lease Supplement of even date attached hereto and made a part hereof and in the related Lease Supplement, if any, previously executed and delivered, and a counterpart of the Indenture is attached to and made a part of this Trust Indenture Supplement;

NOW, THEREFORE, this Supplement witnesseth, that, to secure the prompt payment of the principal of, and interest on, all of the Notes from time to time outstanding under the Indenture and the performance and observance by the Owner of all the agreements, covenants and provisions in the Indenture for the benefit of the Noteholders and in the Notes contained, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner has granted, sold, assigned, mortgaged, transferred, pledged, created a security interest in and confirmed and does hereby grant, sell, assign, mortgage, transfer, pledge, create a security interest in and confirm, the property comprising the items of Equipment described in the aforementioned copy of the Lease Supplement attached hereto and all of the right, title and interest of the Owner under, in and to the Lease Supplement of even number and

date, referred to above, in each case excluding Excluded Payments, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the Noteholders from time to time

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Noteholders from time to time and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement is being delivered in the Commonwealth.

IN WITNESS WHEREOF, the Owner and the Indenture Trustee have caused this Supplement to be duly executed by their officers thereunto duly authorized, as a document under seal, as of the day and year first above written.

[SEAL]

THE CONNECTICUT NATIONAL BANK,
not in its individual
capacity but solely as owner
trustee under the Owner
Trust Agreement

By 
Name: Alan B. Coffey
Title: Corporation Trust
Officer

[SEAL]

WILMINGTON TRUST COMPANY,
as Indenture Trustee

By 
Name: Barbara A. Steen
Title: Financial Services
Officer

Attachments: Lease Supplement
Trust Indenture

Commonwealth of Massachusetts)
) ss.
County of Suffolk)

On this 30th day of December, 1987, before me personally appeared, Alan B. Coffey, to me personally known, who being by me duly sworn, says that he is a Corporate Trust Officer of The Connecticut National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

[Seal]

Cynthia Clark
My Commission expires 12/29/90

Commonwealth of Massachusetts)
) ss:
County of Suffolk .)

On this 30th day of December, 1987, before me personally appeared, Barbara A. Steen, to me personally known, who being by me duly sworn, says that she is a Financial Services Officer of Wilmington Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

[Seal]

Cynthia Clark
My Commission expires 12/29/90

VS-1188/d
12/29/87

LEASE SUPPLEMENT NO. 1

This Lease Supplement is dated December 30, 1987, and is between The Connecticut National Bank, a national banking association, acting hereunder not in its individual capacity but solely as owner trustee under the Owner Trust Agreement (the "Lessor"), and Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts (the "Lessee").

The Lessor and the Lessee have heretofore entered into the Lease Agreement, dated as of December 29, 1987 (the "Lease Agreement" and defined terms therein being hereinafter used with the same meanings).

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereto agree as follows:

1. The Lessor hereby delivers and leases to the Lessee under the Lease Agreement, and the Lessee hereby accepts and leases from the Lessor under the Lease Agreement, the items of Equipment described in the attached Annex 1.

2. The Lessee hereby confirms its agreement to pay the Lessor Interim Rent for such items of Equipment for the Interim Term and Basic Rent for such items of Equipment throughout the Basic Term in accordance with Article 8 of the Lease Agreement. Lessor's Purchase Price for such items of Equipment is \$32,709,669.

3. All of the terms and provisions of the Lease Agreement are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

4. The Delivery Date of such items of Equipment is the date of this Lease Supplement.

5. The Interim Term for such items of Equipment shall commence on the Delivery Date and shall terminate on December 31, 1987 and the Basic Term shall commence January 1, 1988 and shall terminate on December 31, 2012.

6. This Lease Supplement is being delivered in The Commonwealth of Massachusetts and shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts, including, without limitation, all matters of construction, validity and performance.

7. The Lessee hereby confirms to the Lessor that such items of Equipment have been duly marked in accordance with the terms of Section 4.1 of the Lease Agreement and that the Lessee has accepted such items of Equipment for all purposes hereof and of the Lease Agreement as being in accordance with specifications, in good working order and repair and without defect or inherent vice in title, condition, design, operation or fitness for use, whether or not discoverable by the Lessee as of the date hereof, and free and clear of all liens or encumbrances and claims of others except such liens and encumbrances which may result from claims against the Lessor not related to the ownership of such items of Equipment and except the first mortgage lien and security interest on such items of Equipment in favor of the Indenture Trustee created pursuant to the Indenture; provided, however, that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right the Lessee or the Lessor may have with respect to such items of Equipment against the Manufacturer or any subcontractor of the Manufacturer under the Purchase Agreement or the Purchase Agreement Assignment or otherwise.

8. The Lessee acknowledges the existence of, approves of and consents to the assignment by the Lessor to the Indenture Trustee of this Lease Supplement pursuant to the Indenture.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed, as a document under seal, as of the day and year first above written and to be delivered in The Commonwealth of Massachusetts.

LESSOR:

THE CONNECTICUT NATIONAL BANK,
not in its individual
capacity but solely as
owner trustee under the
Owner Trust Agreement

By _____

Name: Alan B. Coffey
Title: Corporate Trust
Officer

LESSEE.

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

By _____
Name: Arthur D. Shea
Title: Acting Treasurer-
Controller

Uniform Commercial Code Chattel Paper Receipt

Receipt of the original counterpart of the foregoing Lease Supplement is hereby acknowledged on this 30th day of December, 1987.

WILMINGTON TRUST COMPANY,
as Indenture Trustee,
Mortgagee

By _____
Name: Barbara A. Steen
Title: Financial Services
Officer

Commonwealth of Massachusetts)
County of Suffolk) ss:

On this 30th day of December, 1987, before me personally appeared, Alan B. Coffey, to me personally known, who being by me duly sworn, says that he is the Corporate Trust Officer of The Connecticut National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

{seal}

My Commission expires _____

Commonwealth of Massachusetts)
) ss:
County of Suffolk)

On this 30th day of December, 1987, before me personally appeared, Arthur D. Shea, to me personally known, who being by me duly sworn, says that he is the Acting Treasurer-Controller of Massachusetts Bay Transportation Authority, that said instrument was signed on behalf of said authority by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said authority.

My Commission expires _____

Attachment: Annex 1

ANNEX 1

Forty (40) push-pull commuter coaches manufactured by Bombardier, Inc. (the "Manufacturer") pursuant to the Purchase Agreement, dated February 25, 1987, as amended, between the Manufacturer and Massachusetts Bay Transportation Authority ("MBTA"), identified by MBTA vehicle identification numbers and Manufacturer Identification numbers and having the cost more particularly described as follows:

<u>MBTA</u> <u>Identification Number</u>	<u>Manufacturer</u> <u>Identification Number</u>	<u>Cost</u>
350	259	\$817,741.73
351	260	817,741.73
352	261	817,741.73
353	262	817,741.73
354	263	817,741.73
355	264	817,741.73
356	265	817,741.73
357	266	817,741.73
358	267	817,741.73
359	268	817,741.73
360	269	817,741.73
361	270	817,741.73
362	271	817,741.73
363	272	817,741.73
364	273	817,741.73
365	274	817,741.73
366	275	817,741.73
367	276	817,741.73
368	277	817,741.73
369	278	817,741.73
370	279	817,741.73
371	280	817,741.73
372	281	817,741.73
373	282	817,741.73
374	283	817,741.73
375	284	817,741.73
376	285	817,741.73
377	286	817,741.73
378	287	817,741.73
379	288	817,741.73
380	289	817,741.73
381	290	817,741.73
382	291	817,741.73
383	292	817,741.73
384	293	817,741.73
385	294	817,741.73
386	295	817,741.73
387	296	817,741.73
388	297	817,741.73
389	298	817,741.73